

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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HOLIDAY PROVISIONS

FOR

OPERATING ENGINEER

&

**CRANES, PILE DRIVER AND HOISTING EQUIPMENT
(OPERATING ENGINEER)**

&

TUNNEL (OPERATING ENGINEER)

IN

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA
BARBARA, AND VENTURA COUNTIES**

MASTER LABOR AGREEMENT

RECEIVED
Department of Industrial Relations

AUG 03 1998

between

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

Labor Statistics & Research
Chief's Office

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 12

THIS AGREEMENT, entered into this 1st day of July, 1998, by and between the Southern California Contractors Association, Inc., for the Southern California Counties, excluding San Diego County, hereinafter referred to as the CONTRACTORS, as defined below, and the International Union of Operating Engineers, Local Union No. 12, affiliated with the Building and Construction Trades Department of the AFL-CIO, hereinafter referred to as the UNION.

PURPOSE

The Contractors are engaged in construction, survey work and asphalt producing in Southern California and in the performance of their present and future contracting operations, are employing, and will employ, workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen for the work covered by this Agreement, in the area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction contracts. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes and grievances.

ARTICLE I

General Provisions

A. Definitions:

1. The term CONTRACTORS, as used herein, shall refer to the Southern California Contractors Association, Inc., for their eligible members. A roster of Contractor members, signatory to

applicable straight-time rate, and time in excess of eight (8) hours, worked between 7:00 A.M. and 5:00 P.M., and any time worked before 7:00 A.M. or after 5:00 P.M. shall be paid for at the applicable overtime rate.

2. When employees are called out to work broken time or tide work on Saturday, Sundays or holidays, the minimum pay for such work shall be eight (8) hours at the applicable overtime rate.

F. Emergencies:

1. When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, starting time for the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at straight-time. All other terms and conditions of this Agreement shall apply.

G. Holidays:

The following days shall be recognized as holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

and the first Saturday, following the first Friday in the months of June and December each year. If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday. All work performed on Labor Day or on the first (1st) Saturday following the first Friday in the months of June and December shall be paid for at the triple (3) time rate of pay, except when the Union is given prior notification and confirmed in writing that life or property is in imminent danger. All other holidays are to be paid at the double (2) time rate of pay. All time worked or paid shall be subject to contributions to all trust funds contained in this agreement.